

4. The Defendant, Travelers Casualty Insurance Company of America, is licensed to conduct business in the State of Oklahoma and may be served with process through the Oklahoma Department of Insurance.

5. This action is not related to any other case filed in this court.

B. Jurisdiction

6. The court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332 because there is diversity between the parties and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

C. Facts

7. At all times material hereto, the Plaintiff, Wheeler's Meat Market, Inc., owned a commercial building located at 1524 SE 44th, in Oklahoma City, Oklahoma, which was insured under the terms and conditions of a property insurance policy, policy number 680-3375P777-15-42, issued by the Defendant, Travelers Casualty Insurance Company of America.

8. At all times material hereto, the Plaintiff, Wheeler's Meat Market, Inc., complied with the terms and conditions of its insurance policy.

9. On or about May 6, 2015, the Plaintiff, Wheeler's Meat Market, Inc. located at 1524 SE 44th in Oklahoma City, Oklahoma, sustained damage as a result of a tornado.

10. Tornado damage is a covered peril not limited or excluded pursuant to the

terms and conditions of Plaintiff's property insurance policy.

D. Count I: Breach of Contract

11. Plaintiff, Wheeler's Meat Market, Inc., hereby asserts, alleges and incorporates paragraphs 1-10 herein.

12. The property insurance policy, policy number 680-3375P777-15-42, issued by Defendant, Travelers Casualty Insurance Company of America, was in effect on May 6, 2015.

13. Subsequent to the May 6, 2015 tornado, Plaintiff, Wheelers Meat Market, Inc., timely submitted a claim to Defendant, Travelers Casualty Insurance Company of America. Defendant failed to properly investigate, evaluate, and issue adequate payment for Plaintiff's loss of business income resulting from the tornado. Defendant's failure to properly indemnify the Plaintiff for its loss of business income and extra expenses amounts to a breach of the insurance policy.

14. The acts and omissions of Defendant, Travelers Casualty Insurance Company of America, in the investigation, evaluation, and denial of Plaintiff's claim were unreasonable and constitute a breach of contract for which contractual damages are hereby sought. Defendant, Travelers Casualty Insurance Company of America, breached its contract with Plaintiff, Wheeler's Meat Market, Inc., by failing to conduct a reasonable investigation of the Plaintiff's claim and by failing to properly investigate, evaluate, and issue adequate payment for Plaintiff's loss of

business income resulting from the tornado. Defendant ignored and/or refused to consider information regarding Plaintiff's business expenses and business losses incurred as a result of the tornado damage. Defendant also failed to properly and reasonably investigate and evaluate Plaintiff's business loss calculations and extra expenses resulting in an unreasonable delay and underpayment of Plaintiff's claim. Further, Defendant failed to explain policy coverages and benefits to Plaintiff. Throughout the claim, Defendant resisted payment for covered damages sustained by Plaintiff including, but not limited to, loss of business income, claim investigation expense and debris removal and cleanup costs.

E. Count II: Bad Faith

15. Plaintiff, Wheeler's Meat Market, Inc., hereby asserts, alleges and incorporates paragraphs 1-14 herein.

16. The acts and omissions of the Defendant, Travelers Casualty Insurance Company of America in the investigation, evaluation and payment of Plaintiff's claim were unreasonable and constitute bad faith for which bad faith and extra-contractual damages are hereby sought.

17. Defendant Travelers Casualty Insurance Company of America's refusal to properly investigate, evaluate, and issue adequate payment for Plaintiff's loss of business income claim amounts to a bad faith breach of Plaintiff's insurance policy. Defendant, Travelers Casualty Insurance Company of America, acted in

bad faith by failing to conduct a reasonable investigation of the Plaintiff's claim and by failing to properly investigate, evaluate, and issue adequate payment for Plaintiff's loss of business income resulting from the tornado. Defendant ignored and/or refused to consider information regarding Plaintiff's business expenses and business losses incurred as a result of the tornado damage. Defendant also failed to properly and reasonably investigate and evaluate Plaintiff's business loss calculations and extra expenses resulting in an unreasonable delay and underpayment of Plaintiff's claim. Further, Defendant failed to explain policy coverages and benefits to Plaintiff. Throughout the claim, Defendant resisted payment for covered damages sustained by Plaintiff including, but not limited to, loss of business income, claim investigation expense and debris removal and cleanup costs.

F. Punitive Damages

18. Plaintiff, Wheeler's Meat Market, Inc., hereby asserts, alleges and incorporates paragraphs 1-17 herein.

19. The unreasonable conduct of the Defendant, Travelers Casualty Insurance Company of America, in the handling of Plaintiff's claim was intentional, willful, wanton and was committed with a reckless disregard for the rights of the Plaintiff, Wheeler's Meat Market, Inc., for which punitive damages are hereby sought.

G. Demand for Jury Trial

20. The Plaintiff, Wheeler's Meat Market, Inc., hereby requests that the matters set forth herein be determined by a jury of its peers.

H. Prayer

21. Having properly pled, the Plaintiff, Wheeler's Meat Market, Inc., hereby seeks contractual, bad faith and punitive damages against the Defendant, Travelers Casualty Insurance Company of America, together in an amount in excess of \$75,000.00; including costs, interest and attorney fees.

Respectfully submitted,

S/ Michael D. McGrew

Michael D. McGrew, OBA# 013167

McGrew, McGrew & Associates, PC

400 N. Walker, Suite 115

Oklahoma City, Oklahoma 73102

(405) 235-9909 Telephone

(405) 235-9929 Facsimile

mcgrewslaw@yahoo.com

ATTORNEYS FOR THE PLAINTIFF